



Schola europaea
Ecole européenne de Bruxelles 1
Avenue du Vert chasseur 46
BE - 1180 Uccle

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Tender specifications

Negotiated procedure for a middle-value contract

Date: 23/07/2026

Procedure No: EEBI/2026/016

Subject: Contract for server maintenance and support services, including the supply of spare parts

Method of award: Negotiated procedure for a middle-value contract

Award method: Tender offering the best value for money

Type of contract: Framework contract

The contracting authority: Brussels European School 1

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1. SCOPE AND DESCRIPTION OF THE PUBLIC MARKET

1.1. Legal basis: what are the rules applicable?

This procedure is governed by the provisions of:

- the Financial [Regulation of the European Schools](#); and
- Regulation [\(EU, Euratom\) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)¹; and
- in the alternative, by European Union law,
- and, in the further alternative, by the law of the Member State in which the contracting authority is established.

1.2. Subject: what does this contract involve?

The subject of this contract is server maintenance services, including replacement of spare parts and assistance at the European School in Brussels 1 (EEB1).

1.3. Lots: is this contract divided into lots?

This contract is not divided into lots.

1.4. Description: what do we want to purchase under this call for tenders (minimum technical specifications)?

The services which are the subject of this contract, including any minimum requirements, are described in detail below.

¹ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) OJ L, 2024/2509, 26.9.2024, p. 1 amending Regulations (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, (EU) No 966/2012, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No (OJ L 193, 30.7.2018, p. 1).

1.4.1. Context and objective

This invitation to tender is launched and managed by the European School in Brussels 1, referred to as the *contracting authority* for the purposes of this invitation to tender.

The European School in Brussels 1 consists of two sites, the Berkendael site (located in the municipality of Forest) and the Vert chasseur site (located in the municipality of Uccle). Each site has different sections, the nursery and primary sections in Berkendael and the nursery, primary and secondary sections in Uccle. The School hosts around 4 500 pupils, spread over its two sites.

The *contracting authority* wishes to conclude a framework contract for the provision of server maintenance services, including the replacement of spare parts and support.

EEB1 currently operates 11 servers for which maintenance, including replacement of spare parts and support will be requested from the selected tenderer.

The technical characteristics are:

Pedagogical servers

Model	Name	Supplier	IP	Serie No	Maintenance period
IBM X3300	Bis-ENS-SEC	Systemat-2014	192.168.4.100	06FFYHW	From contract signature
IBM x3500M5 Tower	ENS-SEC-SP	Bechtile -2017	192.168.6.200 (192.168.6.250)	S40DACY	From contract signature
HPE DL380 Gen9 E5-2698v4	Virtual-Master/Radius	Cancom -2022	192.168.6.150	CZ28500DPZ	As from 16-02-2027
HPE DL380 Gen9 E5-2698v4	Virtual-Master2/Wsus	Cancom -2022	192.168.6.160	CZ28500DPX	As from 16-02-2027
HPE DL380 Gen10	ENS-DC01	Autocont -2022	192.168.6.1	CZ2236013W	As from 02-05-2027
HPE DL380 Gen10	ENS-DC02	Autocont -2022	192.168.6.2	CZ22370BBL	As from 02-05-2027
Dell EMC NX3240	Storage Nas	NTT -2022	192.168.6.61/59	3Q2H7W3	As from 2027
LEN X3550 M5	web-01	Bechtile -2017	192.168.5.30	S40G6AA	From contract signature
LEN X3550 M5	Windows server 2016	Bechtile -2017	192.168.5.30	S40G6AB	From contract signature

Camera servers

Dell EMC PowerEdge R740xd	Servers Caméras Uccle	Securitas -2017	192.163.7.10	7VXKYQ2	From contract signature
Dell EMC PowerEdge R740xd	Caméras BRK servers	Securitas -2017	192.163.7.10	7VXJYQ2	From contract signature

1.4.2. Technical description of the ICT infrastructure and components

The following definitions apply:

- Documentation: Instructions and manuals provided with the products and/or services, for support/technical staff or end-users, in paper or electronic format.
- Stretching: A set of products intended to supplement or extend a system.
- Extended hours: Working hours other than normal hours.
- Normal working hours: From 8 to 18 on working days.
- Business days: Monday to Friday inclusive, excluding official Belgian holidays.
- Services: Computer related services.
- System: A combination of products offering a complete set of functions.
- **Server (Hardware):** a hardware server *is* a connected physical machine a computer network, on which, in addition to the operating system, one or more software servers may be operated. Another name for a hardware server *is* *host* (“host”, “supplier”).

Deliverables required:

a) One-off incidents and repairs

Corrective maintenance operations shall be carried out at the request of the contracting authority, which shall specify the exact requirements to the service provider, by means of an order form.

The service provider will be responsible for managing incidents, which may occur on the servers. Incidents may be of a hardware nature. The service provider will take into account incidents from the time when the defect is established or when the EEB1 requests action.

Corrective maintenance of the equipment will include:

- Diagnose the causes of failures affecting products or systems, whether or not attributable to its products;
- Correct defects as soon as possible;
- Replace components, printed circuits and electronic units which prove defective during normal use, and make any changes deemed necessary to improve the operation of the systems, after consulting the school's ICT team;
- Reprogramming or replacing software in case of error.

The actions requested after each intervention by the service provider are:

- Hardware audit of the various servers
- Checking configurations, following the Hardware replacements of servers

Definition of a ***blocking incident*** is an incident that prohibits/excludes the use of an application or equipment. All other incidents are deemed to be non-blocking.

b) The response times are as follows:

Blocking incidents:

Maximum response time: **4 working hours** from the time the defect is established or the request for assistance is made

Maximum repair time: **1 working day from the end of the response time**

Non-blocking incidents:

- Maximum response time: **8 working hours** from the time when the defect was established or the EEB1 requested action to be taken
- Maximum repair time: **2 working days** from the end of the response time

These deadlines may be within normal or extended hours. The Contractor shall report on his intervention on the medium he wishes so that the EEB1 can monitor incidents. If the service provider considers that repair will not be possible within the maximum repair time after arrival.

The service provider undertakes to carry out ad hoc repairs to the equipment at the request of the contracting authority.

In addition, the service provider formally undertakes to have the Hardware spare parts for the above-mentioned servers in stock.

c) Common provisions

Contractual maintenance will start the day after the expiry of the warranty period applicable to the products (referring to the table in this tender specification, **page 5 “Pedagogical and cameras servers”**).

Maintenance will be carried out during normal working hours. The contracting authority may require the service provider also to offer maintenance outside these hours (extended hours) and until the breakdown is repaired, resolving the incident.

Maintenance includes all operations necessary to maintain a product in perfect working order or to restore a defective product or one of its components to working order, including the cost of travel, delivery, spare parts and labour.

The supplier undertakes to cooperate with the other suppliers in order to ensure that the products are compatible with those of the latter.

Documentation

The Contractor undertakes to provide an audit of the servers following each intervention.

The contractor will formally close each maintenance operation. At the same time, it will provide the information needed to assess the quality of the service and products.

Equipment

The equipment, documents, programmes and files kept on the premises of the contracting authority shall remain the property of the contracting authority.

Technical changes

The service provider may propose amendments on his own initiative. It will implement them, with the agreement of the contracting authority, on the dates agreed by both parties. Such modifications must not entail any additional costs for the contracting authority or result in a deterioration of performance or loss of functionality.

Advance payment for annual maintenance services

The annual maintenance services shall be paid in advance for 12 months within the contractual period defined in these specifications. The annual amount for maintenance shall be invoiced at the beginning of each contract period and shall be payable within the payment periods laid down in the contract. This advance payment covers all maintenance, corrective and assistance services, including the Hardware spare parts, described in these specifications, within the agreed limits and conditions.

The advance payment does not constitute final acceptance of the services. The Contractor shall continue to be bound by all his contractual obligations, in particular the response times, availability levels and quality requirements set out in these specifications.

In the event of serious breach, non-performance or early termination of the contract for fault of the Consultant, the Contracting Authority reserves the right to require the pro rata reimbursement of the part of the advance payment corresponding to the period during which the services were not performed, without prejudice to the application of contractual penalties and any claim for additional compensation.

Renewal of the annual maintenance period is subject to renewal of the contract or the issue of a new order form, in accordance with the arrangements laid down in these specifications.

Services not included in the price schedule on the basis of estimates

The contracting authority reserves the right to order services not provided for in the unit price schedule, excluding VAT. The aggregate amount for services not included in the price schedule may not exceed 30 % of the initial amount of the contract, unless there is a formal amendment to the contract.

approved by the Parties, in accordance with the applicable provisions. For example, the contracting authority may request the addition of a server during the contract under the same technical and financial conditions as the servers currently inventoried.

All services not included in the price schedule must be subject to:

- a written request from the contracting authority or a reasoned proposal from the service provider where the latter identifies the need for action not provided for in the schedule;
- a detailed estimate drawn up by the service provider, specifying in particular the nature of the services, the quantities, the deadlines for performance and the price, including the discount;
- prior written acceptance of the estimate by the contracting authority.

No services not included on the price schedule may be performed or invoiced without the prior written agreement of the contracting authority.

The prices applicable to services not included in the price schedule must be justified, in accordance with the economic conditions of the contract and, as far as possible, established on the basis of the unit rates or price formation principles set out in these specifications.

Repairs

The Contractor undertakes to keep the products covered by this contract in perfect working order. To this end, it must have at all times a stock of spare parts or obtain the necessary parts at its own expense.

The exchange documents placed have a 12-month guarantee dated from their investments and those even after the expiry of the framework contract. Proof of placement is the intervention report and/or proof of delivery (service provider's delivery note, dated and signed by the school, on the day of delivery).

Repairs, extensions and modifications to the system must be carried out exclusively by the service provider or the firms it has appointed. The service provider is obliged to ask the contracting authority for its agreement if it mandates a third company, without the written agreement, the service provider may not involve another company.

Responsibility for diagnosis

The Supplier shall have sole responsibility for diagnosing and determining the origin of faults affecting all or part of the System or Product. In this respect, in the event of a diagnostic error, it must reimburse the contracting authority for all the costs incurred as a result of a corrective intervention carried out unnecessarily and which did not enable the incident/breakdown to be resolved.

Security and confidentiality

The service provider is bound by professional secrecy; he undertakes to keep confidential, in all circumstances and for whatever reason, any information communicated to him in connection with this contract throughout the duration of the contract and beyond.

The Consultant undertakes to inform the Contracting Authority as soon as it becomes aware of a defect in its products which could compromise the safety of the configurations of which they form part. It shall immediately take all necessary measures to restore the security of configurations and correct faults.

Code of conduct for staff on the premises of the contracting authority

The Contractor undertakes, as well as his staff, subcontractors and self-employed persons, to comply with the following rules of conduct:

- 1) Ensure the proper functioning of the tools under its responsibility (hardware, software, networks, etc.) and report any incidents in this regard.
- 2) The Consultant recognises that no product, equipment or material belonging to the Contracting Authority may be moved or removed without the express authorisation of the Contracting Authority.
- 3) Keep confidential the security procedures and protection mechanisms implemented in the course of its activities.
- 4) Never jeopardise the proper functioning, security or confidentiality of systems or data to which its external staff may have access in the course of their duties.
- 5) Never illegally copy, transport, transmit or destroy data, documentation, software or application programs, or any hardware (even obsolete).
- 6) Never access, or even attempt to access, data, locations or systems to which access is not necessary for the performance of its tasks.
- 7) Exercise the utmost discretion and never disclose information to which external staff may have access.
- 8) Announce deliveries/visits at least 1 working day in advance to the school's ICT team.

1.4.3. Alternatively: are variants allowed?

Variants (alternatives to the model solution described in the specifications) are not permitted. The *contracting authority* will disregard any variants described in a tender.

1.4.4. Option: are additional optional services required?

Options are not requested (additional services requested by the contracting authority, but options may be proposed in addition to the tender.

If the tenderer decides to quote a price for the optional services, this shall be clearly indicated in the tender (see **Annex 4** – Financial tender form/financial offer).

The *contracting authority* will **not** take into account the optional services proposed *for the ranking of tenders*. If the selected tenderer proposes additional services in its tender, the contracting authority will then examine, before the contract is signed, whether these services are directly related to the subject of the contract and the tender specifications, and decide whether or not to accept them.

1.4.5. Time limits for performance and penalties for delay

Completion times must take place no more than 4 hours after the opening of the ticket by the school's ICT team, *see point 1.4.2 (b)*.

Liquidated damages for late delivery are stipulated in point II.15 of the framework contract. If the contractor fails to perform its contractual obligations within the time limits set out in point 1.4.2, the contracting authority may, without prior obligation to give notice to the contractor or to take legal action, claim liquidated damages for each day of delay using the following formula:

$$0,3 \times (V/d)$$

where:

V is the price of the relevant order of services or deliverable or result;

d is the duration set out in point 1.4.2, expressed in days.

The provisions on liquidated damages in the event of delay are laid down in point I.4.4 of the framework contract. Without prejudice to the general provisions of Article II.15 of the framework contract.

1.4.6. Deliverables

The contract is based on a price schedule.

1.5. Place of performance: where will the contract be performed?

The supplies and services shall be delivered and performed:

- On the contractor's premises, at its two sites:
 - o *Uccle site: 46 Avenue du vert chasseur, 1180 Uccle*
 - o *Berkendael site: 70 rue de Berkendael, 1190 Forest*

1.6. Nature of the contract: how will the contract be performed?

The procedure will result in the conclusion of a framework contract.

A framework contract sets up a mechanism for future repetitive orders from the contracting authority, which will be materialised in the form of specific contracts or order forms. Signature of a framework contract imposes no obligation on the contracting authority to conclude specific contracts or order forms in performance of that framework contract.

Each framework contract will be concluded with a contractor. Specific contracts or order forms will be drawn up on the basis of the conditions laid down in each of the framework contracts, refined or, in duly justified circumstances, supplemented to reflect the specific circumstances of the specific contract. Details are set out in the attached draft contracts.

¶ Tenderers must take full account of the provisions of the draft contract, as it defines and governs the contractual relationship (s) to be established between the *contracting authority* and the successful tenderer (s). Particular attention must be paid to the provisions specifying the rights and obligations of the contractor, in particular those relating to payments, performance of the contract, confidentiality and checks and audits.

By submitting a tender, the tenderer expressly accepts all the terms and conditions set out in the draft contract annexed to these specifications. The successful tenderer will no longer be able to request an adaptation of any clause.

1.7. Volume and value of the contract: how much do we plan to buy?

The framework contract ceiling, i.e. the maximum amount that can be spent under the framework contract, is EUR 120 000.

The actual amounts depend on the quantities that the *contracting authority* orders under the order forms. In any event, the *framework contract ceiling* may not be exceeded.

The framework contract shall automatically terminate if this total amount is reached, without notice or compensation, unless a supplementary agreement has been signed in advance by both parties.

1.8. Duration of the contract: how long do we plan to use it?

The contract (s)/purchase order (s) resulting from the award of this contract will be concluded for a period of 12 months, tacitly renewable 3 times for successive periods of 12 months, i.e. a maximum of 48 months, unless one of the parties receives formal notification to the contrary at least one month before the end of the ongoing duration.

2. EVALUATION OF TENDERS AND AWARD OF THE CONTRACT

The evaluation of tenders which comply with the conditions for submission consists of:

- Check whether the tenderer has access to the contract;
- Ensure that tenderers are not excluded on the basis of the exclusion criteria;
- Select tenderers on the basis of the selection criteria;
- Ensuring compliance with the minimum requirements laid down in the specifications;
- Evaluate tenders on the basis of the contract award criteria.

The contracting authority shall assess the above elements in the order which it considers most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender shall be rejected and shall not be subject to a full re-evaluation. Unsuccessful tenderers are informed of the reason for the rejection of their tenders, but no comments are made on the unevaluated content of their tenders. Only tenderers for whom the verification of all elements has not revealed any grounds for rejection may be awarded the contract.

The evaluation shall be based on the information and evidence contained in the tender and, where applicable, on additional information and evidence provided at the request of the contracting authority during the procedure.

For the purposes of the evaluation relating to the exclusion and selection criteria, the contracting authority may also refer to publicly available information, and in particular to evidence from a national database to which it may have access free of charge.

The contracting authority may negotiate with tenderers the tenders they have submitted, in order to adapt them to the procurement documents and in order to find the most economically advantageous tender. The minimum requirements and the criteria defined in the procurement documents are not subject to negotiation. During negotiations, equal treatment of all tenderers will be ensured.

The negotiation consists of providing feedback to each tenderer on the evaluation of its initial tender, indicating elements not compliant with the minimum requirements and other aspects which should or could be improved. The tenderer may also improve aspects not addressed in the feedback when submitting a revised tender.

The contracting authority reserves the right not to negotiate and to award the contract on the basis of the tenders initially received. If, in such cases, the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subject to a full evaluation.

2.1. Exclusion criteria

The purpose of the exclusion criteria is to determine whether the tenderer is in one of the situations of exclusion listed in Article 136, paragraph 1, of the Financial Regulation.

As evidence of non-exclusion, each tenderer must attach to its tender a Declaration on Honour drawn up in accordance with the model attached. This declaration must be signed by an authorised representative of the entity providing it.

The initial verification of non-exclusion of tenderers shall be carried out on the basis of the declarations provided. The documents mentioned as supporting evidence in the Declaration on Honour must be submitted upon request and where necessary to ensure the proper conduct of the procedure within a deadline set by the contracting authority².

👉 Please note that a request for evidence does not imply in any way that the tenderer has been successful.

2.2. Selection criteria

The purpose of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The contract selection criteria, including the minimum capacity levels, the basis for the evaluation and the evidence requested, are specified in the following subsections.

Tenders submitted by tenderers who do not meet the minimum capacity levels will not be accepted.

When submitting their tenders, tenderers must declare on their honour that they meet the selection criteria for the procedure. To this end, it shall use the model Declaration on Honour attached. This declaration must be signed by an authorised representative of the entity providing it.

The initial assessment of the non-exclusion of tenderers shall be made on the basis of the declarations provided.

The subsections below specify which evidence relating to the selection criteria must also accompany the tender or may be requested later, at any time during the procurement procedure³.

👉 Please note that a request for evidence does not imply in any way that the tenderer has been successful.

² The obligation to provide supporting documents shall be waived in the following situations:

whether the evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator will provide the contracting authority with the internet address of the database and, if necessary, the necessary identification data to upload the document;

³ The obligation to provide evidence is waived when the evidence can be accessed free of charge by the contracting authority in a national database, in which case the economic operator will provide the contracting authority with the internet address of the database and, if necessary, the necessary identification data to upload the document.

2.2.1. Legal and regulatory capacity

Tenderers do not need to prove their legal and regulatory capacity to perform the contract.

2.2.2. Economic and financial standing

Tenderers must fulfil the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	An average annual turnover for the last two financial years of more than EUR 50 000.
Evidence	A copy of the profit and loss accounts and balance sheet for the last two financial years for which the accounts of each of the <i>entities concerned</i> have been closed, or, failing that, appropriate statements from their banks. The most recent year must have

👉 The proof of economic and financial capacity does not have to be attached to the tender, but the contracting authority may request it at any time during the procedure.
Please note that a request for evidence in no way implies that the tenderer has been successful.

2.2.3. Technical and professional capacity

Tenderers must fulfil the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The tenderer must prove experience in the field of server maintenance and support.	
Minimum level of capacity	At least 3 similar projects (in scope and complexity) carried out in the 3 years preceding the deadline for submission of tenders with a minimum value for each of these projects of EUR 30 000.
Evidence	A list of projects respecting the minimum level of capacity. The start and end dates of these projects, their total value and scope, the role played and the amount invoiced must be indicated. In the case of projects still in progress, only the part carried out during the reference period will be taken into account.

👉 The declaration on honour proving technical and professional capacity must be attached to the tender – see Annex 2.

2.3. Compliance with the minimum requirements of the Technical Specifications

By submitting a tender, the tenderer undertakes to perform the contract in full compliance with the conditions set out in the documents of this contract. Tenderers' attention is drawn in particular to the minimum requirements specified in these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements must be complied with throughout the duration of the contract. Compliance with these requirements is mandatory and may not be subject to any limitation, condition or reservation on the part of a tenderer or to any negotiation initiated by the contracting authority.

♣ Tenders which do not comply with the applicable minimum requirements shall be rejected on the grounds of irregularity.

2.4. Allocation criteria

The purpose of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the best price-quality ratio on the basis of the following award criteria and their weighting:

CRITERIA	WEIGHTING
Criterion 1: Price	70 %
Criterion 2: Quality	30 %

1. Criterion 1 – The price for 70 % will be calculated as follows:

The tenderer's financial offer, completed and signed (Annex 4)

The tender with the lowest price for the items requested will be awarded 70 points. The remaining offers will receive a number of points corresponding to the quotient:

$$\frac{\text{Lowest price in all tenders}}{\text{price offered by the candidate}} * 70$$

2. Criterion 2 – The quality of the tender by 30 %, according to the weighting:

The quality of the tenders will be evaluated as follows:

<i>Quality benchmarks</i>	<i>Maximum 30 points</i>
➤ Criterion 1 – Reference and experience in carrying out similar services	15
➤ Criterion 2 – Maintenance service: The following will be taken into account:	15
- 2A: The response time in the event of a breakdown.	5
- 2B: The lead time for the supply of spare parts	5
- 2C: The maintenance schedule	5

Only clear and understandable information will be taken into account in the evaluation of the quality criteria.

In order to award points for each quality criterion, the following evaluation grid will be used:

Ladder	Evaluation Criterion 1	Result (%)
More than satisfactory	<i>Previous client reference and more than deep experience (more than 4 similar projects) with servers of the same type</i>	90-100 %
Satisfactory	<i>Extensive experience (more than 3 similar projects) with servers of the same type</i>	60-89 %
Acceptable	<i>Experience (more than 2 similar projects)</i>	30-59 %
Unsatisfactory	<i>Tender limited to technical criteria without experience with servers of the same type</i>	0-29 %

Ladder	Evaluation Criterion 2	Result (%)
More than satisfactory	<i>Clear maintenance schedule, faster response times, low hourly labour costs, spare parts in stock at the lowest price, discount to the entire catalogue of the high company.</i>	70-100 %
Satisfactory	<i>Satisfactory maintenance schedule, response times in accordance with the technical requirements, hourly labour costs in accordance with market prices, spare parts supplied less than 48 hours at market prices, return to the entire catalogue of the moderate company.</i>	40-89 %
Unsatisfactory	<i>Maintenance warning absent or with shortcomings, response times in line with technical requirements, high hourly labour cost at market prices, supply of spare parts exceeding 48 hours at market prices, no discount or low discount on the company's catalogue as a whole.</i>	0-39 %

2.5. Award of the contract (ranking of tenders)

$$\frac{\text{Lowest price in all tenders}}{\text{price offered by the candidate}} * 70 + \text{number of quality points}$$

☞ The contract shall be awarded to the tender ranked first, in accordance with the Specifications, submitted by a tenderer who has access to the contract, is not in an exclusion situation and satisfies the selection criteria.

3. PRESENTATION AND CONTENT OF THE TENDER

3.1. Form of the tender: how to submit the tender

Tenders must be submitted in accordance with the instructions given in the letter of invitation to negotiate.

👉 Please prepare and submit your tender early enough for us to receive it by the deadline indicated in the invitation. Any tender received after that date will automatically be rejected on the grounds of irregularity.

3.2. Content of the tender: what documents must be submitted with the tender?

👉 The documents to be attached to the tender are:

- The legal entity form (03.ANNEX 1)
- Declaration on honour on exclusion and selection criteria (03.ANNEX 2)
- Your technical offer:
Evidence of technical and professional capacity:
Declaration on honour of similar projects (03.ANNEX 3)
- Your financial offer (02.ANNEX 4) duly completed and signed by an authorised person
- Bank account form, RIB (03.ANNEX 5)
- Maintenance details: response times and cost, frequency, methods proposed.

👉 **All documents must be signed by a duly authorised representative of the tenderer.**

The following requirements apply to the technical and financial offer:

- *Technical offer.*

The technical tender must provide all the information needed to assess compliance with section 1.4 of these specifications and the selection criteria are set out in section 2.2.3. Technical and professional capacity

Tenders deviating from the minimum requirements or not covering all requirements will be rejected for non-compliance and will not be evaluated further.

You can use Annex 3 Technical offer to complete your technical offer or use your own documents.

- *Financial offer.*

A complete financial tender, in accordance with the price schedule in *03. Annex 4*

If the financial tender does not comply with the **price schedule in Annex 4**, it must remain comparable with the other financial tenders received, failing which it will be rejected for non-compliance and will not be evaluated further. **The financial offer, like the rest of the documents, must be signed by a duly authorised representative of the tenderer.**

In case of discrepancies between the different documents, only the amount indicated in the financial offer will be taken into account. The unit amounts take precedence over the total amounts.

The financial offer must be:

- Expressed in euro. Tenderers from countries outside the euro zone must indicate their prices in euros. The price indicated may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks arising from any variation in exchange rates, and it will benefit from such variations if necessary.
- Made free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT, but this must be indicated separately.

☞ The European Schools are exempt from these charges. The exemption is granted to the European Schools by the governments of the Member States. In Belgium, the European Schools are exempt under Article no 450, article 42, § 3, first paragraph, 4^o, of the VAT Code.⁴

4. PROCESSING OF PERSONAL DATA

Any personal data included in or relating to the TENDER, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of monitoring the tender by the controller.

Tenderers and any other person whose personal data is processed by the controller in relation to this contract have specific rights as data subjects under Regulation (EU) 2016/679, in particular the rights to access, rectification and erasure of their personal data and the right to restrict processing or, where applicable, the right to object to processing or the right to data portability.

If tenderers or any other person whose personal data is processed in connection with this contract has any queries concerning the processing of their personal data, they should address them to the data controller:

⁴ Article of the VAT Code and the threshold below which VAT must be invoiced: Value added tax (VAT) for the supply of goods in Belgium exceeding EUR 123,95 in accordance with Article 42 (3) (1) (4) of the VAT Code. Invoices must contain the following information: order/contract number, description of items/services, dimensions, quantities, price and VAT identification number.

o If the amount of the invoice exceeds EUR 123,95, the invoice will also include the appropriate VAT return for Belgium: 'VAT exemption, Article 42(3) (1) (4) of the VAT Code. Ministerial Decision ET121.600/A29/L92 of 19 December 2017'.

The amount to be invoiced will therefore be exclusive of VAT.

o If the amount of the invoice is less than EUR 123,95, the invoice shall also indicate the applicable VAT rate and the amount of VAT.

The amount to be invoiced will therefore include VAT.

the Director of the European School in Brussels 1.

They may also contact the data protection officer of the controller. They shall have the right to lodge a complaint with the European Data Protection Supervisor at any time.

Details concerning the processing of personal data may be requested from the controller.

APPENDICES:

The following documents are attached to the specification and form an integral part of it:

- Annex 1: Identity of the tenderer / ID-form
- Annex 2: Declaration on honour on exclusion and selection criteria,
- Annex 3: Technical tender/offer
- Annex 4: Financial offer (Excel table)
- Annex 5: Bank account form/data sheet (Excel table)
- Annex 6: Inventory of servers and their technical description (Excel table)